

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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LAWRENCE OBSTFELD, individually and
derivatively on behalf of TOEV MEDICAL
CORPORATION, and IGNITION VENTURES,
INC.,

Plaintiffs,

Case No. 07 CV 5847 (DAB)(FM)

-against-

ECF CASE

ARTHUR SCHWARTZ, RONALD SOLAR,
RENAISSANCE BIOMEDICAL, INC., GLEN
LIEBER, and THERMOPEUTIX, INC.,

Defendants.

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**DECLARATION OF LAWRENCE OBSTFELD IN OPPOSITION TO
DEFENDANTS' MOTION TO DISMISS**

LAWRENCE OBSTFELD, declares as follows, pursuant to 28 U.S.C. §1746:

1. I am a plaintiff in this action and a shareholder of Toev Medical Corporation (“Toev”). I submit this declaration in opposition to defendants’ motion to dismiss.

2. Annexed as Exhibit A is a true and correct copy of the exclusive license agreement between Toev and Columbia University (“Columbia”) concerning the patents held by Columbia relating to aspects of the brain cooling method developed by defendant Arthur Schwartz.

3. Annexed as Exhibit B is a true and correct copy of the Stock Purchase Agreement between Toev and Columbia, which was entered into as part of the exclusive license agreement.

4. Annexed as Exhibit C is a true and correct copy of the by-laws of Toev.

5. Annexed as Exhibit D is a true and correct copy of a patent application, obtained from the website of the United States Patent & Trademark Office, filed January 25, 2005, which lists defendants Ronald Solar and Glen Lieber as inventors of a “[s]ystem and methods for

selective thermal treatment." Defendant ThermopectiX, Inc. is listed on the application as the assignee.

6. Annexed as Exhibit E is a true and correct copy of the Notice of Consent of Majority Shareholder to Action Without a Meeting By Less than Unanimous Written Consent, dated August 18, 2003, by which defendant Arthur Schwartz unilaterally installed himself as the sole member of the board of directors of Toev.

7. As far as I know, besides myself, the only shareholders of Toev are Stanley Gewirtz ("Gewirtz"), Dr. Joseph Gottesman ("Gottesman"), and Columbia University ("Columbia"). Other than Gottesman, who was a friend of Schwartz, I have discussed bringing the claims asserted in this lawsuit with all of Toev's shareholders that I am aware of. None of the Toev shareholders I spoke with were opposed to the commencement of this action on behalf of Toev.

8. I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 26, 2007.


LAWRENCE OBSTFELD